

AMENDMENT NO. 1 to LEASE DATED 1 DECEMBER 1998 BETWEEN THE
City of College Station AND DELUXE BURGER BAR OF COLLEGE STATION,
INC.

WHEREAS, the City of College Station as Lessor and Deluxe Burger Bar, Inc. as Lessee entered into a lease agreement on December 1, 1998 for the lease of Lots 1 - 11 and 22, Block 11 of the W.C. Boyett Estate Partition more commonly known as the "old city hall" and

WHEREAS, the Lessee has requested that the City consider amending Section III of the lease agreement; and

WHEREAS Lessor and Lessee hereby agree to amend Section III the lease as follows:

Section III Consideration

Section III page 2 of 11, paragraph 2 shall be deleted in its entirety and substituted with the following:

"The rental to be charged to LESSOR by City for said premises during the renewal term shall be conclusively based upon the City's independent appraisal at the time of the renewal; provided however, that if Lessor has constructed parking in accordance with Section III and LESSOR has not been in default of any term or condition of the original lease or this amendment, the appraisal for Lots 8-11 shall separately value the improvements made by the Lessee for parking purposes and exclude the value of the improvements constructed by Lessee in the calculation of the rental renewal charge."

All other terms and conditions of the lease remain unchanged.

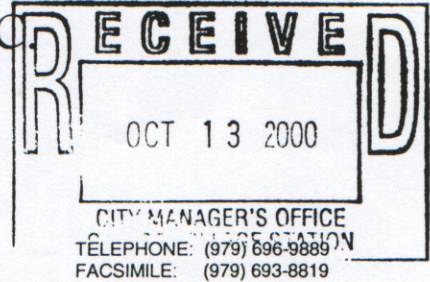
AGREED:

CHARLES A. ELLISON, P. C.

ATTORNEYS AT LAW
2501 ASHFORD DRIVE
SUITE 100
COLLEGE STATION, TEXAS 77840-4698

MAILING ADDRESS
P.O. BOX 10103
COLLEGE STATION, TEXAS 77842-0103

CHARLES A. ELLISON
AMY L. CLOUGH*
*also licensed in Wisconsin



October 11, 2000

Mr. Glenn Brown
Assistant City Manager
City of College Station
P. O. Box 9960
College Station, TX 77842-9960

Re: Lease Agreement Dated December 1, 1998, between the City of College Station as Lessor and Deluxe Burger Bar of College Station, Inc. as Lessee

Dear Glenn:

Pursuant to our telephone conversation of October 10, 2000, please allow this letter to serve as a request for a meeting with you to discuss two matters related to the captioned Lease.

First, the Lease allows the Lessee to construct permanent improvements on Lots 8 through 11 within the first 36 months of the lease term. My client is now ready to construct a parking lot on a portion of the property. In doing so, he will spend a fairly significant sum of money. The Lease provides in the second full paragraph of Article III, Consideration, that the rental for the 10 year renewal term will be based on a City appraisal. My client's concern is that he will spend the money to build the parking lot and two years later, the appraisal will be higher because of the money he spent and he will have to pay for the parking lot twice. I would like to discuss a modification of the lease to remedy this unfair result.

The second matter concerns the prohibition, in Article XVI of the Lease of the assignment of the by the Lessee and a change of 51% in ownership of the stock of Lessee. The original owners of the Lessee have agreed to sell the corporation and in fact have sold a portion of the corporation. The sale does not violate the terms of the Lease, but, in the interest of good landlord/tenant relations, I want to disclose the terms of the sale to you and obtain your consent.

After you have had an opportunity to review this letter, please contact me so that we may schedule an appointment to discuss appropriate amendments to the Lease. Thank you for your time and consideration.

Very truly yours,

Charles A. Ellison

CAE:bg

cc: Costa Dallis

LEASE OF REAL PROPERTY

THIS LEASE is made on this the 1st day of November, 1998, by and between the CITY OF COLLEGE STATION, a Texas Home Rule Municipal Corporation (hereinafter referred to as LESSOR), and DELUXE BURGER BAR OF COLLEGE STATION, INC., a Texas corporation (hereinafter referred to as LESSEE).

The parties for and in consideration of the agreements herein set forth to be kept and performed by them respectively have agreed to and do hereby agree together as follows:

I. DEFINITIONS

LESSOR means the City of College Station.

LESSEE means Deluxe Burger Bar of College Station, Inc., its agents, employees, invitees, licensees, or visitors.

Rent means base rent plus any other sums of money due the LESSOR by the LESSEE.

Primary Lease means the first term of this lease which shall consist of a five (5) year term.

Renewal term means the second term of this lease which may be exercised in writing by option of LESSEE which extends the primary lease for an additional ten (10) years from the date of expiration of the primary lease.

City's Representative means the City Manager or his designee.

Property means Lots 1-11 and 22 of Block 11 of the W.C. Boyett Estate Partition described more fully in the metes and bounds description attached hereto as Exhibit A.

Premises means the property and all improvements thereon.

Improvements means any building or permanent structure, including but not limited to paved parking, sidewalks, irrigation lines or fence erected or placed on the property.

II. TERM

LESSOR has leased and by these presents does lease unto LESSEE those premises more commonly known as the "Old City Hall", legally described as Lots 1-11 and 22 of Block 11 of the W.C. Boyett Estate Partition described more fully in the metes and bounds description attached hereto as Exhibit A. The primary lease term shall run five (5) years from the date of this lease. LESSEE shall have one option to renew for a ten (10) year term.

LESSEE shall exercise its option by notifying the City, at least one hundred twenty (120) days prior to the expiration of the primary term in writing. Any holdover by LESSEE after the expiration of

either the primary or renewal term shall be deemed a month-to-month lease during which the terms of this Agreement shall apply.

III. CONSIDERATION

LESSEE agrees to pay the LESSOR as rent for the leased premises during the primary term a monthly rate as defined below:

<u>Year</u>	<u>Monthly Rate</u>
Year 1	\$2,406.92
Year 2	\$2,633.45
Year 3	\$2,888.30
Year 4	\$3,001.57
Year 5	\$3,114.83

The rental to be charged to LESSOR by City for said premises during the renewal term shall be conclusively based upon the City's independent appraisal at the time of the renewal. LESSEE may, at LESSEE's sole cost and expense, provide CITY with its appraisal for purposes or comparison and negotiation.

The first installment shall be due January 1, 1999, and a like installment shall be due on the same day of each month thereafter. Each payment shall represent rental payment in advance for the month in which the sum is due. LESSEE shall pay, in addition to the rental of said premises, all taxes or special assessments, if any, assessed against or levied upon said premises or upon LESSEE, and insurance as specified in Section VI hereinbelow.

Upon failure of tenant to pay any monthly installment, the entire balance of the rental then due shall immediately be due and payable at the option of the LESSOR. Any installment of rent accruing under the provisions of this lease which shall not be paid when due, shall bear interest at the rate of five percent (5%) per year from the date when payable by terms of the lease, until same shall be paid by LESSEE.

As part of the lease payment, LESSEE may to develop and construct permanent improvements on Lots 8-11 within thirty-six (36) months from first date of the commencement of the primary term of this lease at LESSEE's sole cost and expense, provided, however, that any development or improvements are approved in advance by CITY. Any improvements shall be constructed in accordance with City standards in existence at the time of construction. Any and all design and construction is subject to review and approval by the Northgate Revitalization Board Design Review Subcommittee; provided however, that in no event shall the NRB have the authority to waive any standards contained in the City of College Station Code of Ordinances. Any improvements shall become the sole property of LESSOR after the termination of this lease.

At the end of the third year of the primary term, the lease of Lots 8-11 shall terminate if LESSEE fails to construct permanent improvements. Additionally, at the end of the primary term, LESSEE may elect to terminate the lease of Lots 8-11, Block 11, W.C. Boyett Addition. If LESSEE elects to

terminate the lease on the aforesated lots, LESSEE shall do so by providing written notice to the City's representative 90 days before the end of the primary term. If LESSEE provides notice of termination for the aforesated lots as provided herein, then the revised monthly rental rate for Lots 1-7, and 22 shall be \$2,392.75 for Year 4 and \$2,506.00 for Year 5. Said revised rental payment shall be effective the first day of the month after notice of termination has been received by LESSOR.

IV. REQUEST TO OFFER PREMISES FOR SALE

On or after January 1, 2006, LESSEE may submit in writing a request to the City's Representative to sell the premises. Upon receipt of said request, City's representative shall submit same to the City of College Station City Council for consideration. The City Council may determine, in its sole discretion, whether to offer the property for sale or not. If the City decides to offer the property for sale, it shall do so in accordance with and subject to the requirements of TEX. LOCAL GOV'T. CODE, Chapter 272 or any other applicable laws in effect at the time the request is submitted. LESSEE agrees and understands that City may reject any and all bids received and may determine at the conclusion of the bid process not to sell the property. **LESSEE understands and agrees that LESSOR's agreement to consider LESSEE's request does not constitute any representation, guaranty or warranty that it will either offer the property for sale or finally sell the property to LESSEE or any third party.**

V. ORDINANCES

LESSEE shall comply with all federal, state, county, and municipal laws, ordinances, rules, and regulations of any duly constituted authorities having jurisdiction over the matters that are the subject of this lease.

VI. INSURANCE

LESSEE agrees to maintain insurance on said property and premises and the conduct of LESSEE's business, naming the LESSOR as an additional insured, in the amounts and in accordance with the specifications contained in Exhibit ~~B~~ attached hereto and incorporated herein by reference.

LESSEE shall deliver certificates of insurance to LESSOR before the commencement date of this lease and thereafter whenever requested by LESSOR.

VII. IMPROVEMENTS

All additions, extensions, improvements, repairs and restoration to and of said premises, now or hereafter made by LESSEE, and the plans, construction, and workmanship therefor, shall be in accordance with all laws, ordinances, and building rules and regulations applicable thereto, as well as all requirements of any underwriters or board of insurance rating body necessary and proper to make the leased premises a first class risk of its kind.

It is further agreed that any additions, extensions, alterations, improvements, repairs and restoration to and of said premises may only be made by LESSEE after LESSEE has:

1. submitted a full set of plans and specifications to LESSOR;
2. obtained the prior written consent of LESSOR to make the specified changes or improvements; and
3. received approval from the Northgate Revitalization Board Design Review Subcommittee.

LESSOR's consent in these matters shall not be unreasonably withheld or delayed.

Prior to the performance of any such work, LESSEE shall submit to LESSOR such waivers of and such indemnity against any mechanics', materialmen's or other liens on account of said work as shall be satisfactory to LESSOR.

The material used in said work shall be of good quality, and the work shall be done in a good and workmanlike manner. LESSEE shall promptly pay all labor, material, architectural and engineering services, and superintendents employed in the performance of said work.

Any physical additions, alterations or improvements to the premises made by LESSEE will become the property of the LESSOR except however that any trade fixtures, shelving, counters, or other appliances placed in the building by LESSEE which do not actually become a part of the building, may be removed by LESSEE during the term hereby created. LESSOR may require that LESSEE at termination of this lease and at LESSEE's expense, remove any physical additions or improvements, repair any alterations and restore the premises to the condition existing at the commencement date, normal wear excepted.

VIII. AMERICANS WITH DISABILITIES ACT.

Notwithstanding anything else in this lease to the contrary, this Section shall apply to all issues related to compliance with both the Americans with Disabilities Act ("ADA") and the applicable state law. In the event of any conflict between the rest of the lease and this Section, this Section shall control.

1. Any remodeling, construction, reconstruction, installation of improvements or other work done to the common areas or other portions of the property of which the premises are a part shall be performed by LESSOR, at LESSOR's expense, in compliance with the requirements of the ADA and regulations promulgated pursuant to it.
2. In the event that a regulatory agency, private party, organization or any other person or entity makes a claim under the ADA against either (or both) parties, the party whose breach (or alleged breach) of responsibility under this lease gave rise to the claim shall promptly retain attorneys and other appropriate persons to advise the parties regarding the same, and shall in good faith and at that party's sole cost and expense take whatever actions are necessary to bring the premises or the property, as the case may be, into compliance with ADA requirements. That party shall defend, save and hold harmless the other party from any and all expenses incurred in responding

to such a claim, including without limitation the fees of attorneys and other advisors, court costs, and costs incurred for bringing the property and/or the premises into compliance.

3. Notwithstanding the above, LESSEE shall be solely responsible for expenses necessary to comply with ADA requirements triggered solely by a disability of one or more of LESSEE's employees.
4. Non-compliance with the provisions of this Section, after written notice to the non-complying party and an opportunity to cure within a reasonable period, shall be an event of default under the lease. A reasonable period to cure shall mean cure or commencement of efforts to cure within ten (10) days, which efforts are diligently pursued to completion.

LESSEE shall indemnify and save said premises harmless against any penalty, claim, loss, damage, cost, attorney's fees, expenses, and mechanics' or other liens arising out of the performance of the work or out of any accident or other occurrence connected therewith.

LESSEE shall not, in connection with said work or for any other purpose whatsoever, create any lien upon the premises or upon any additions, extensions, alterations, or improvements thereto or thereon or in any way encumber the same or LESSOR's title thereto.

IX. CONDITION AND MAINTENANCE OF PREMISES

LESSEE has inspected the premises and accepts the premises in the condition that it is in as of the date of this lease. LESSEE shall maintain the premises in good condition and repair and shall make all repairs and replacements necessary to maintain the premises in good condition. LESSOR will, at no time during the term of this lease, incur any expense, or have any duty whatsoever, with regard to any existing structure or with regard to any maintenance or repairs of any portion of the premises, whether currently existing or not.

LESSEE shall use reasonable care to avoid any act which may disturb or create a nuisance in the course of the LESSEE's use, maintenance, repair and policing of said premises.

X. PURCHASE OF ELECTRICITY

LESSEE agrees to purchase electricity from the City of College Station, Texas, for the duration of this lease, and will be charged rates that are comparable to other similarly situated customers in the same rate classification.

XI. INDEMNIFICATION AND RELEASE

LESSEE agrees to and shall indemnify and hold harmless LESSOR, its officers, agents and employees, from and against any and all claims, costs, losses, penalties, damages, causes of action, suits, and liability of every kind, including all expenses of defense and/or litigation, court costs, attorney's fees, for any claims, including personal injury to or death of any person or damage to any property, arising out of or in connection with LESSEE's occupa-

tion, maintenance, use, repair, or policing of the premises made the subject of this lease agreement.

LESSOR and LESSEE release each other from any claim, by subrogation or otherwise, for any damage to the premises or personal property by reason of fire or the elements, regardless of cause, including negligence of LESSOR and LESSEE. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect insurance coverage.

XII. CASUALTY/TOTAL OR PARTIAL DESTRUCTION

If the premises are substantially damaged by fire or other casualty and cannot be restored to substantially the same condition as they existed before the casualty within ninety (90) days after the passage of the notice provided period provided below. LESSEE or LESSOR shall have the option to terminate said lease by providing written notice to the other within fifteen (15) days of the damage or destruction. If neither party terminates this lease, it shall continue and LESSOR shall restore the premises. To the extent the premises are untenable after the casualty, the rent will be adjusted as may be fair and reasonable.

If the premises is taken by condemnation or the right of eminent domain during the pendency of this Lease Agreement, either party, upon written notice to the other, shall be entitled to terminate as of the date of the taking by the Condemnor.

It is understood in the event of the termination of this Lease due to said condemnation, LESSEE shall have no claim against LESSOR for the value of any unexpired term of its Lease. LESSOR shall have no claim against LESSEE for any rental payments for the unexpired term of the Lease as provided above by LESSEE or LESSOR. Rental shall be adjusted to the date LESSEE is deprived of possession of the premises. Each party shall be entitled to receive and retain the amounts awarded for parties interest in the premises.

XIII. TERMINATION

If at any time during the term of this lease, LESSEE shall be in default of rental payment or in the performance of any of the covenants herein contained, and such default shall continue for a period of thirty (30) days after notice thereof in writing has been tendered by LESSOR to LESSEE, it shall be lawful for LESSOR at its election, at or after the expiration of said thirty (30) days, to declare said lease term ended and enter into said premises either with or without process of law; LESSEE hereby waives any demand for possession of said premises.

Notwithstanding the terms of the previous paragraph, this Lease shall be terminated automatically, and LESSEE shall immediately yield possession of said premises to LESSOR, including all additions and improvements thereto or thereon, upon the occurrence of any of the following events:

1. LESSEE files any debtor proceeding or is adjudicated as bankrupt under the provisions of any Bankruptcy Act;

2. LESSEE makes an assignment for the benefit of creditors;
3. LESSEE petitions for or enters into an arrangement of creditors;
4. LESSEE abandons the premises or suffers this lease to be taken under any writ of execution; or

Upon the termination of this lease for any reason, LESSEE shall surrender said premises peaceably to LESSOR. LESSEE shall surrender the premises in good order, condition, and state of repair less reasonable wear and tear, but damage or destruction by fire or other casualty is excepted. In any event, LESSEE shall leave the demised premises in a "broom clean" condition.

The parties further agree that, upon termination of this lease, LESSOR shall have the immediate right to re-enter the premises and may remove all persons and property from the premises. Said property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, LESSEE, all without resort to legal process and without LESSOR being deemed guilty of trespass or becoming liable for any unintentional loss or damages that may be occasioned thereby.

At the expiration of any term of the lease in which no option to renew the lease is exercised, LESSEE shall vacate the premises. Any holdover shall only be authorized upon the express written consent of LESSOR and shall only be on a month-to-month term; provided however that no holding over by LESSEE with or without the consent of LESSOR will extend the term.

XIV. LIMITATION OF WARRANTIES

There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.

XV. NOTICES

Notices to the parties herein shall be served by mailing a certified copy, return receipt requested, to the following addresses:

If to City:

City Manager
City of College Station
P.O. Box 9960
College Station, Texas 77842

If to Deluxe Burger Bar of College Station, Inc.:

Attn: Donald E. and Cheryl P. Anz
Deluxe Burger Bar of College Station, Inc.
104B Church Avenue
College Station, Texas 77840

Either party may from time to time, upon written notice to the other party sent by certified mail, change the address to which notices by mail shall be sent.

XVI. ASSIGNMENT

LESSEE may not assign the interest in this lease or sublet the subject premises without LESSOR's express written consent. This lease is made to LESSEE because of LESSEE's qualifications and experience as a restaurateur. The premises shall be used only by LESSEE for a restaurant business, and the lease shall terminate upon cessation of the use of the demised premises by LESSEE or for that purpose; and the demised premises or any part thereof, or the lease itself, shall not be sold, encumbered, assigned, transferred, sublet, or seized or taken by operation of law or by virtue of any process, attachment, execution or otherwise, or in any proceeding against LESSEE or another, or under or by virtue of insolvency or bankruptcy proceedings, without the express written consent of LESSOR. Additionally, a change in ownership of fifty plus one percent of the stock or financial interest of LESSEE shall be considered an assignment for purposes of this paragraph. An assignment as prohibited above shall cause this lease agreement to terminate immediately.

XVII. DEFAULT BY TENANT

Default by LESSOR Events. Defaults by LESSOR are (a) failing to comply with any provision of this lease within thirty (30) days after written notice.

Default by LESSEE Events. Defaults by LESSEE are: (a) failing to pay timely rent within ten (10) days after written notice, (b) abandoning or vacating a substantial portion of the premises, or (c) failing to comply within thirty (30) days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

XVIII. REMEDIES

LESSEE's remedies for LESSOR's default. LESSEE's remedies for LESSOR's default are to (a) sue for damages or (b) terminate this lease.

LESSOR's remedies for LESSEE's default. LESSOR's remedies for LESSEE's default are to (a) enter and take possession of the premises, after which LESSOR may relet the premises on behalf of LESSEE and receive the rent directly by reason of the reletting, and LESSEE agrees to reimburse LESSOR for any expenditures made in order to relet; (b) to terminate this lease by written notice and sue for damages. LESSOR may enter and take possession of the premises by self-help, by picking or changing locks if necessary, and may lock out LESSEE or any other person who may be occupying the premises, until the default is cured, without being liable for damages.

The various remedies available to LESSOR shall be cumulative, and no one of the remedies is exclusive of any other right or remedy allowed by law.

No waiver by either party hereto of any term or condition of this lease shall be deemed or construed to be a waiver of any other term or condition or to be a subsequent waiver of the same term or condition.

XIX. NO PARTNERSHIP

LESSOR shall not, in any way or for any purpose, be considered a partner of LESSEE in the conduct of its business or otherwise, or a joint venturer or a member of a joint enterprise with LESSEE.

XX. CAPTIONS

The captions, section number, and other such designations appearing in this lease are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of such sections of articles of this lease or in any way affect this lease.

XXI. PARTIAL INVALIDITY

If any term, covenant or condition of this lease or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this lease, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

XXII. JURISDICTION

The parties agree that this contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

XXIII. COSTS OF COLLECTION

If either party at any time shall be compelled to pay or elects to pay any sum of money due, or perform any act which requires the payment of any sum of money by reason of the failure by the other party to comply with any provision of this lease, or if either party incurs any expenses, including reasonable attorney's fees, in prosecuting or defending any action or proceeding by reason of any default by the other party under this lease, the sum so paid by such party with legal interest, costs and damages, shall be due from and be paid by the other party to such party upon establishment of the party at default. All payments so payable shall, as the case may be, be either added to or deducted from the rentals payable under this lease.

XXIV. ENTIRE AGREEMENT

This lease sets forth all of the covenants, promises, conditions and understandings between the parties concerning the property, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than what are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon the parties unless reduced to writing, approved by the College Station City Council, and signed by both parties.

XXV. AMENDMENT OF LEASE

This lease may be amended only by an instrument in writing signed by the LESSOR and LESSEE.

SIGNED this the 6th day of November, 1998.

LESSEE:
DELUXE BURGER BAR
OF COLLEGE STATION, INC.

BY: Donald E. Anz
DONALD E. ANZ

BY: Cheryl P. Anz
CHERYL P. ANZ

LESSOR:
CITY OF COLLEGE STATION

BY: Lynn McIlhaney
LYNN McILHANEY, Mayor

ATTEST:

Connie Hooks
CONNIE HOOKS, City Secretary

APPROVED:

George K. Noe
George K. Noe, City Manager

Harvey Cargill, Jr.
Harvey Cargill, Jr., City Attorney

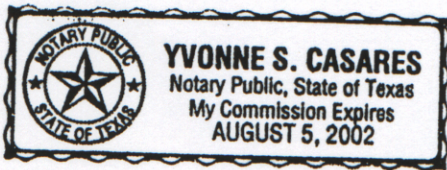
Charles Cryan
Charles Cryan, Director of Fiscal Services

STATE OF TEXAS

COUNTY OF BRAZOS

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 6th day of November, 1998, by DONALD E. ANZ and CHERYL P. ANZ, in their capacities as Pres. & Vice Pres. of DELUXE BURGER BAR OF COLLEGE STATION, INC., a Texas Corporation, on behalf of said corporation.



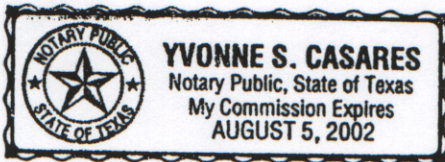
Yvonne S. Casares
Notary Public in and for
the State of Texas

STATE OF TEXAS

COUNTY OF BRAZOS

ACKNOWLEDGMENT

This instrument was acknowledged on the 20th day of November, 1998, by Lynn McIlhaney, in her capacity as Mayor of the City of College Station, a Texas home-rule municipality, on behalf of said municipality.



Yvonne S. Casares
Notary Public in and for
The State of Texas

Exhibit "B"

INSURANCE REQUIREMENTS

1. The Lessee's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers, shall be considered in excess of the Lessee's insurance and shall not contribute to it.
2. The following standard insurance policies shall be required:
 - (a) General Liability Policy
3. The following general requirements are applicable to *all* policies:
 - (a) All policies shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
 - (b) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - (c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a "per occurrence" basis for property damage only.
 - (d) "Claims Made" Policies will not be accepted.
 - (e) The City of College Station, its officials, employees, and volunteers, are to be added as "Additional Insureds" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.
 - (f) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
 - (g) Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
4. The following **General Liability** will be required:
 - (a) Minimum Combined Single Limit of \$500,000, per occurrence for Bodily Injury and Property Damage, and \$1,000,000 aggregate.
 - (b) Coverage shall be at least as broad as Insurance Service's Office form number CG 00 01.
 - (c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
 - (d) The coverage shall include but not be limited to the following: premises/operations; independent contracts; products/completed operations; and contracted liability (insuring the indemnity provided herein).

5. **Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and attached hereto and made a part hereof for all purposes. The certificate shall contain provisions warranting the following:**

- (a) The company is licensed and admitted to do business in the State of Texas.
- (b) The insurances set forth by the insurance company are underwritten on forms which have been approved by the Texas State Board of Insurance or ISO.
- (c) Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- (d) Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
- (e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.